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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

IN RE COLLEGE ATHLETE NIL
LITIGATION

Case No. 4:20-cv-03919-CW

**DEFENDANTS' BRIEF IN RESPONSE
TO OBJECTIONS**

Judge: Hon. Claudia Wilken

1 Since the Court granted final approval of the settlement, 319 Division I member
2 institutions, or over 80% of Division I, have begun providing some or all of the permissible
3 additional benefits to student-athletes. Those benefits include direct payments newly permitted by
4 the settlement and thousands of new athletic scholarships within the Defendant Conferences alone.
5 After roster limits were implemented, over 23,000 student-athletes were deemed “Designated
6 Student-Athletes,” such that they can continue to participate in their sport throughout their
7 remaining eligibility without ever counting toward a team’s roster limit. In short, the settlement is
8 working as expected, to the benefit of student-athletes throughout the country.

9 Working with Plaintiffs’ counsel, the NCAA has ensured that all incoming Division I
10 student-athletes received notice of, and an opportunity to object to, the settlement. That notice
11 encompassed not only student-athletes that are completely new to college sports, but student-
12 athletes who began their careers in Divisions II or III and have newly commenced participation in
13 Division I. All told, the NCAA ensured that the class notice was distributed, through multiple
14 independent means, to just under 56,500 student-athletes. With that process completed, only seven
15 student-athletes (or less than .01%) have raised objections. None of those objections should stand
16 in the way of the continuation of the approved injunctive settlement.

17 *First*, four members of the California Polytechnic State University Swimming and Diving
18 Team have objected based largely on their institution’s decision to eliminate that athletic program
19 offering. *See* Dkt. Nos. 1049, 1050, 1052, 1053, 1054 (“Cal Poly Objectors”). As an initial matter,
20 schools have always had discretion over which sports to offer, and the Settlement Agreement
21 reflects that longstanding and uncontroversial policy. *See* Dkt. No. 978 at 51 (opinion approving
22 settlement recognizing discretion over rosters); Dkt. No. 98-02 (2d Am. Injunctive Relief
23 Settlement at Art. 4 § 1) (“Member Institutions each maintain the right to unilaterally reduce the
24 number of sports, the roster size, and/or the number of athletic scholarships available to student-
25 athletes of any sport.”). This objection provides no new basis to revisit settlement approval. Indeed,
26 as several of the Cal Poly Objectors note, their quarrel is not with the settlement, but with their
27 member institution’s choices. *See* Dkt No. 1053 (“[T]his explanation is misleading and unfairly
28 shifts blame onto the Settlement instead of acknowledging the administration’s choices.”).

1 Moreover, long before their Objections were filed, all members of the Cal Poly Swimming and
2 Diving Team were permitted to be treated as Designated Student-Athletes, even though they are
3 technically ineligible for that status (as they lost their spots on account of the elimination of their
4 sport, not the implementation of roster limits). In other words, the Cal Poly Objectors can attempt
5 to transfer to and compete at any other Division I institution without counting against any roster
6 limits for the duration of their eligibility.

7 Nor do the Cal Poly objections raise any other meritorious issues regarding the settlement.
8 All raise concerns under Title IX regarding how their institution is allegedly implementing the
9 settlement, but as the Court recognized, those issues are outside the scope of the settlement. *See*
10 Dkt. No. 978 at 63–64. The Settlement does not create any new Title IX obligations, nor does it
11 release any Title IX claims based on the implementation of the Injunctive Settlement. *See id.* at
12 15, 64. Several of the objections (Dkt. Nos. 1049, 1050) ask the Court to create new settlement-
13 related reporting requirements under Title IX or to recalculate the Pool Structure based on Title
14 IX, but there is no basis for revisiting these issues. As the Court concluded, the methodology for
15 determining the Pool spending cap amounts, as well as the types of benefits and compensation that
16 will count against the cap, is fair and reasonable despite the objectors’ dissatisfaction with it,
17 because it is the product of a compromise that takes into account the history of prior class actions
18 challenging NCAA compensation restrictions, as well as the delay, risks and costs of continuing
19 this litigation. Dkt. No. 978 at 46; *see also id.* at 64 (“There is nothing in the [Settlement
20 Agreement] that would prevent or prohibit schools from distributing benefits and compensation
21 pursuant to the Injunctive Relief Settlement in a manner that complies with Title IX.”).

22 *Second*, Katherine McCabe Ernst has filed another objection, despite the Court already
23 considering and appropriately rejecting her concerns at the hearing last year. Setting aside whether
24 Rule 23 even permits student-athletes to object on multiple different occasions, Ms. Ernst’s new
25 objections are not well taken. Like the Cal Poly Objectors, Ms. Ernst raises Title IX concerns about
26 how Vanderbilt University is allegedly implementing new benefits permitted by the Settlement,
27 but those concerns are outside the scope of this case. *See* Dkt. No. 978 at 63–64. Ms. Ernst also
28 appears to misunderstand how *Alston* payments and new scholarships operate under the

1 Settlement. *See* Dkt. No. 1051 at 3–4. The Settlement does not cap or limit *Alston* payments or
2 new scholarships; on the contrary, it preserves schools’ discretion to provide as much funding for
3 *Alston* payments as they deem appropriate and as many new scholarships as they want. *See* Dkt.
4 No. 980-02 (2d Am. Injunctive Relief Settlement at Art. 3 § 3(a)-(b).

5 *Third*, Gracelyn Lee Laudermilch likewise re-objects to the settlement, but lacks a basis to
6 raise the vast majority of issues covered by her objection. Ms. Laudermilch notes that she has
7 earned a roster spot at her school, Dkt. No. 1044 at 7, which means she has no personal, concrete
8 basis for objecting to the implementation of roster limits. Her complaint, in any event, seems to be
9 that some other Designated Student-Athletes are being cut from rosters, *id.* at 4, but as the Court
10 noted, that is not a change from the status quo before the Settlement. *See* Dkt. No. 978 at 51. What
11 the Settlement provides is for Designated Student Athletes to have the opportunity to be on rosters
12 at any Division I school without the roster limits posing an obstacle to them. *Id.* The Settlement
13 does not, and need not, provide a guarantee that they will be rostered at any particular school. *Id.*
14 Separately, Ms. Laudermilch challenges the notice program for incoming student-athletes, but the
15 Court approved that program as the best notice practicable under the circumstances, Dkt. No. 1008,
16 and Ms. Laudermilch herself acknowledges that she received the notice, *see* Dkt. No. 1044 at 3.

17 *Fourth*, and finally, Reid Hinds MacDonald objects to the implementation of roster limits,
18 insofar as he no longer has a roster spot on the men’s lacrosse team at Long Island University. Dkt.
19 No. 1056. While the situation Mr. MacDonald describes is regrettable, he does not offer evidence
20 that he would have retained a roster spot absent the implementation of roster limits, or that his
21 member institution has wrongly denied him Designated Student-Athlete status.

22 The Settlement should accordingly remain in effect, without change, for the 2025-26
23 Academic Year.
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1 Dated: October 14, 2025

Respectfully Submitted,

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SIGNATURE CERTIFICATION

I, Rakesh N. Kilaru, am the CM/ECF user whose ID and password are being used to file the Defendants' Brief in Response to Objections. In compliance with Local Rule 5-1(i)(3), I hereby attest that concurrence in the filing of this document has been obtained from each of the other signatories.

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